ESSENTIAL SERVICES COMMISSION

ELECTRICITY TRANSMISSION LICENCE

AUSNET TRANSMISSION GROUP PTY LTD
ABN 78 079 798 173

As varied on
3 June 2015

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Table of Contents

1. DEFINITIONS AND INTERPRETATION 1
2. GRANT OF LICENCE 1
3. TERM 1
4. OBLIGATION TO OFFER TO CONNECT TO ELECTRICITY TRANSMISSION SYSTEM 1
5. PROVISION OF OTHER SERVICES 2
6. APPROVED STATEMENTS 3
7. OBLIGATION TO OFFER TO ENTER INTO A NETWORK AGREEMENT 3
8. AUGMENTATION 3
9. COMPLIANCE WITH CODES 3
10. OPERATIONAL AND COMPLIANCE AUDITS 4
11. STANDARDS AND PROCEDURES 5
12. DISPUTE RESOLUTION 5
13. SEPARATE ACCOUNTS 6
14. PROVISION OF INFORMATION TO VENCORP 7
15. PROVISION OF INFORMATION TO THE COMMISSION 7
16. PAYMENT OF LICENCE FEES 7
17. ADMINISTRATOR 7
18. COMPLIANCE WITH LAWS 7
19. VARIATION 7
20. TRANSFER OF LICENCE 8
21. COMMUNICATIONS 8
22. OBSERVATION OF THE AUGMENTATION AND LAND ACCESS GUIDELINES 8
23. LAND ACCESS FOR PURPOSES OF AUGMENTATION 8

SCHEDULE 1: DEFINITIONS AND INTERPRETATION 10

SCHEDULE 2: AMENDMENT RECORD 14

TRANSMISSION LICENCE

1. DEFINITIONS AND INTERPRETATION

1.1 In this licence, words and phrases appearing in Italics have the meaning ascribed to them in part 1 of the schedule.

1.2 This licence must be interpreted in accordance with the rules set out in part 2 of the schedule.

2. GRANT OF LICENCE

The ***Commission***, in exercise of the powers conferred by section 19 of the ***Act***, licenses the ***Licensee*** to ***transmit*** electricity and to ***supply*** electricity using the ***Licensee's electricity transmission system***, subject to the conditions set out in this licence.

3. TERM

3.1 This licence takes effect on and from 3 October 1994.

3.2 The ***Commission*** may revoke this licence in accordance with clauses 3.3 or 3.4.

3.3 The ***Commission*** may at any time agree with the ***Licensee*** that this licence should be revoked, in which case the term of this licence ends on the day agreed.

3.4 The ***Commission*** may at any time give at least 20 ***business days*** notice of revocation to the ***Licensee*** if the ***Licensee*** does not comply with an ***enforcement order*** or an ***undertaking,*** and the ***Commission*** decides that it is necessary or desirable to revoke this licence in order to achieve the ***policy objectives***, in which case the term of this licence ends, subject to clause 3.5, on the expiration of the period of the notice.

3.5 The term of this licence does not end at the expiration of the period of a notice of revocation given under clause 3.4 if, before the expiration, the ***Licensee*** complies with the ***enforcement order*** or the ***undertaking*** (as the case may be).

4. OBLIGATION TO OFFER TO CONNECT TO ELECTRICITY TRANSMISSION SYSTEM

4.1 The following persons may make a request under clause 4.2:

(a) a person which holds or has made application for or intends to make application for one or more of the following kinds of licence:

(1) a ***generation licence***;

(2) a ***distribution licence***;

(3) a ***trader licence***; or

(4) a ***transmission licence***; or

(b) a person registered with ***NEMMCO*** under the ***National Electricity Code***;

(c) a person which is exempted from the requirement to obtain a licence; or

(d) a person which:

(1) is or intends to become a ***customer*** taking supply directly from the ***Licensee's electricity transmission system***; or

(2) holds or has made application to or intends to make application for a ***retail licence*** and wishes to sell electricity to a person which is or intends to

become a ***customer*** taking supply directly from the ***Licensee's electricity transmission system.***

4.2 If a person referred to in clause 4.1 requests the ***Licensee*** to offer to provide ***connection*** to the ***Licensee's electricity transmission system*** or to increase the performance of an existing ***connection*** to the ***Licensee's electricity transmission system***, and includes in the request all information the ***Licensee*** reasonably requires in order to make such an offer, then the ***Licensee*** must offer to provide ***connection*** or ***connection*** at the requested higher performance level within the time specified in clause 4.3.

4.3 The ***Licensee*** must make an offer under clause 4.2 within:

(a) 65 ***business days***; or

(b) such other period as the ***Commission*** decides to be reasonable,

after receiving the request or all information which the ***Licensee*** reasonably requires in order to make such an offer (whichever is the later) and must otherwise deal with a request under clause 4.2 in accordance with any applicable ***guidelines*** published by the ***Commission***.

4.4 An offer made by the ***Licensee*** under this clause 4 must not be inconsistent in the opinion of the ***Commission*** with:

(a) the ***Tariff Order***;

(b) any ***guidelines*** published by the ***Commission*** which, in the opinion of the ***Commission***, are applicable to the offer except to the extent the offer is consistent in the opinion of the ***Commission*** with an ***approved statement***; and

(c) any ***approved statement*** which, in the opinion of the ***Commission***, is applicable to the offer.

4.5 To the extent that the ***Tariff Order*** does not regulate the terms of an offer under clause 4.2, the offer must be fair and reasonable. Any question as to the fairness and reasonableness of a term of an offer shall be decided by the ***Commission*** on the basis of the ***Commission's*** opinion of the fairness and reasonableness of the term.

4.6 The ***Licensee*** must not refuse to make an offer to provide ***connection*** or to provide ***connection*** at a higher performance level as contemplated by this clause 4 unless:

(a) the ***Licensee*** has made an offer to provide those services in accordance with this clause 4 but the offer has not been accepted; or

(b) the ***Licensee*** is permitted or required to do so by any of the ***code***s with which the ***Licensee*** must comply pursuant to clause 9.

4.7 A question as to the reasonableness of a requirement by the ***Licensee*** for information as contemplated by clause 4.2, or as to the reasonableness of a period under clause 4.3(b), shall be decided by the ***Commission*** on the basis of the ***Commission's*** opinion of the reasonableness of the requirement or the period.

4.8 A question as to the applicability of ***guidelines*** for the purpose of clause 4.3 or 4.4 shall be decided by the ***Commission*** on the basis of the ***Commission's*** opinion of their applicability.

5. PROVISION OF OTHER SERVICES

5.1 The terms on which the ***Licensee***, in conducting its business under this licence, provides services which are not ***connection*** or ***network services***, must be fair and reasonable.

5.2 Any question as to the fairness and reasonableness of such terms shall be decided by the ***Commission*** on the basis of the ***Commission's*** opinion of the fairness and reasonableness of the terms.

6. APPROVED STATEMENTS

6.1 The ***Licensee*** may submit to the ***Commission*** for its approval, and must do so within 20 ***business days*** of being required by the ***Commission*** by notice in ***writing*** to do so, a statement setting out any or all of:

(a) the charges it proposes to make for providing any services of the kind referred to in clauses 4, 5 and 7;

(b) the maximum charges for such services;

(c) the principles for setting such charges; and

(d) a methodology for setting such charges.

6.2 The ***Licensee*** may submit to the ***Commission*** for approval amendments to an ***approved statement*** and must do so within 20 ***business days*** of being required by the ***Commission*** by notice in ***writing*** to do so.

6.3 If the ***Tariff Order*** regulates any of the matters dealt with in a statement submitted under clause 6.1 or amendments submitted under clause 6.2, then the ***approved statement*** must be consistent with the ***Tariff Order.***

7. OBLIGATION TO OFFER TO ENTER INTO A NETWORK AGREEMENT

7.1 Within 20 ***business days*** after a request by ***VENCorp***, the ***Licensee*** must offer to enter into a ***network agreement*** on terms which are not inconsistent in the opinion of the ***Commission*** with:

(a) the ***Tariff Order***;

(b) any ***guidelines*** published by the ***Commission*** which, in the opinion of the ***Commission***, are applicable to the offer except to the extent the offer is consistent in the opinion of the ***Commission*** with an ***approved statement***; and

(c) any ***approved statement*** which, in the opinion of the ***Commission***, is applicable to the offer.

7.2 To the extent that the ***Tariff Order*** does not regulate the terms of an offer under clause 7.1, the offer must be fair and reasonable. Any question as to the fairness and reasonableness of a term of an offer shall be decided by the ***Commission*** on the basis of the ***Commission's*** opinion of the fairness and reasonableness of the term.

8. AUGMENTATION

The ***Licensee*** must not ***augment*** an ***electricity transmission system*** except:

(a) in accordance with any ***guidelines*** published by the ***Commission*** in relation to ***augmentation***; and

(b) pursuant to a ***network agreement*** with ***VENCorp*** or a ***connection agreement*** with a ***distributor***, ***generator*** or ***customer***.

9. COMPLIANCE WITH CODES

9.1 The ***Licensee*** must comply with applicable provisions of the ***System Code*** , and where applicable the ***National Electricity Code***.

9.2 Subject to any limitations on the ***Licensee's*** ability to do so under any of the codes referred to in clause 9.1, if the ***Licensee*** becomes aware of a material breach of any of the codes by the ***Licensee***, the ***Licensee*** must notify the ***Commission*** of the material breach in accordance with any ***guidelines*** issued and published by the ***Commission*** or, in the absence of such guidelines, as soon as practicable.

9.3 The ***Commission*** may, on application of the ***Licensee***, make a determination that the provisions of any of the codes referred to in clause 9.1 are to apply in relation to the ***Licensee***, either generally or in a particular case or class of cases, as if a specified provision or provisions were omitted or were modified or varied in a specified manner and, subject to section 35 of the *Essential Services Commission Act 2001*, when such a determination is made, the relevant code applies accordingly.

9.4 An application by the ***Licensee*** under clause 9.3 must set out a draft of the determination the ***Licensee*** seeks.

9.5 If:

(a) the ***Commission*** has received an application from the ***Licensee*** for a determination under clause 9.3 and ***VENCorp*** has received a copy of the application; and

(b) at the end of 20 business days after the day on which the later of those two events occurred the ***Commission*** has not:

(1) made a determination; or

(2) advised the ***Licensee*** that a determination will not be made,

then the ***Commission*** will be deemed to have made a determination in the form of the draft determination set out in the application.

10. OPERATIONAL AND COMPLIANCE AUDITS

10.1 The ***Licensee*** must undertake operational and compliance audits of -

(a) its compliance with obligations under the ***transmission licence,*** the ***System Code, connection agreements,, network agreements,*** and the ***National Electricity Code*** as and when applicable; and

(b) its compliance with policies, practices, procedures and systems for collection, analysis and reporting of data on the performance and the capacity of the transmission system.

10.2 The operational and compliance audits must be conducted annually by an independent expert or audit team nominated by the holder of the ***Licensee*** and approved by the ***Commission***.

10.3 The operational and compliance audits must be conducted in accordance with any ***guidelines*** published by the ***Commission***.

10.4 The scope of the operational and compliance audits are to be approved by the ***Commission*** and must meet any minimum audit scope required by the ***Commission***.

10.5 The ***Licensee*** must provide the results of the audit to the ***Commission*** in accordance with any ***guidelines*** published by the ***Commission***.

10.6 The terms and conditions of the operational and compliance audit contract must be approved by the ***Commission***.

11. STANDARDS AND PROCEDURES

11.1 At the written request of the ***Commission***, the ***Licensee*** must participate to the extent specified by the ***Commission*** in the development, issue and review of any ***standards and procedures*** specified by the ***Commission***.

11.2 The ***Licensee*** must in accordance with ***guidelines*** published for this purpose, or as directed by the ***Commission***, report to the ***Commission*** on its performance against applicable ***standards and procedures***.

11.3 If the ***Commission*** considers that:

(a) the ***Licensee*** has failed to comply with clause 11.1; or

(b) ***standards and procedures*** applicable to the ***Licensee*** have been shown to be insufficient to prevent abuses by the ***Licensee*** of any market power it enjoys,

the ***Commission*** may issue ***standards and procedures*** applicable to the ***Licensee*** and with which the ***Licensee*** must comply.

12. DISPUTE RESOLUTION

12.1 The ***Licensee*** must submit to the ***Commission*** for its approval, and if approved implement, a scheme for the fair, reasonable and effective investigation and resolution of disputes between it and:

(a) a ***customer*** about the ***Licensee's*** services, billing and charging; and

(b) aggrieved persons about the manner in which the ***Licensee*** conducts its business under this licence generally.

12.2 Unless it has been notified by the ***Commission*** that it need not comply with this clause 12.2, the ***Licensee*** must comply with clause 12.1 by submitting to the ***Commission*** for its approval an ombudsman scheme and implementing any such scheme that the ***Commission*** has approved.

12.3 An ombudsman scheme that is implemented by the ***Licensee*** to comply with clause 12.2 must contain and comply with terms and conditions that:

(a) bind the ***Licensee*** to participate in the scheme and comply with its rules (as amended from time to time) from the date on which it is approved by the ***Commission***;

(b) provide the ***Licensee's customers*** and aggrieved persons with ready and equal access to the scheme;

(c) subject to (d), present no cost barriers to ***customers***;

(d) do not permit fees to be charged to, or costs to be awarded against, residential and small business ***customers***;

(e) provide that the scheme be governed by a board consisting of an independent chairperson and equal numbers of ***customer*** representatives appointed by the ***Commission*** and representatives appointed by the members of the scheme;

(f) in accordance with a process approved by the ***Commission***, provide for those members of the scheme and ***customer*** representatives that are members of the board to appoint the chairperson after consultation with the ***Commission***;

(g) provide for the board to appoint the ombudsman;

(h) require the board to inform the ***Commission*** of any proposed amendments of the scheme;

(i) confer on the ombudsman the power to make rulings with which the ***Licensee*** is required to comply;

(j) provide that, if the scheme prevents a ruling of the ombudsman from exceeding in value a maximum amount, that amount must be no less than $20,000 in respect of a complaint from an individual customer;

(k) confer on the ombudsman the power to impose sanctions on the ***Licensee*** for a breach of a ruling;

(l) require the ombudsman to follow fair and efficient procedures, and make decisions that are fair and reasonable having regard to the law, the licences, industry codes, deemed contracts, and good industry practice;

(m) enable the ***Commission*** to refer complaints in relation to the conduct of the participating ***Licensee's*** business conducted under this licence to the ombudsman;

(n) require the ***Licensee*** to bear a fair proportion of the cost of the development, establishment and operation of the ombudsman scheme;

(o) enable a question as to the fairness of the proportion of the costs which must be borne by a ***Licensee*** to be decided by the ***Commission*** on the basis of the ***Commission's*** opinion of the fairness of the proportion;

(p) require the ombudsman to report to the ***Commission*** as and when required by the ***Commission*** on the operation of the scheme in relation to the industry of which the ***Licensee*** is part;

(q) require the ombudsman to publish its decisions and annual reports on the operation of the scheme and the performance of each member of the scheme in relation to the industry of which the ***Licensee*** is part;

(r) require the board to conduct periodic and comprehensive reviews of the performance of the scheme in consultation with members, customer representatives, the ***Commission*** and other interested parties; and

(s) provide for the ***Licensee*** to withdraw from the scheme subject to:

(i) the ***Commission*** notifying the ***Licensee*** that it need not comply with clause 12.2;

(ii) the ***Licensee*** providing to the ***Commission*** 12 months' notice in writing of the ***Licensee***'s intention to withdraw; and

(iii) the ***Licensee*** satisfying the ***Commission*** that the ***Licensee*** complies with clause 12.1.

13. SEPARATE ACCOUNTS

The ***Licensee*** must ensure that business information including separate accounts are prepared in accordance with ***guidelines*** set by the ***Commission*** and must maintain its accounting records accordingly.

14. PROVISION OF INFORMATION TO VENCORP

14.1 Following a request in ***writing*** from ***VENCorp***, the ***Licensee*** must provide to ***VENCorp*** such documents or information as ***VENCorp*** may reasonably require to perform its functions and exercise its powers under the ***Act***.

14.2 A question as to the reasonableness of a requirement by ***VENCorp*** for documents or information as contemplated by clause 14.1 shall be decided by the ***Commission*** on the basis of the ***Commission's*** opinion of the reasonableness of the requirement.

14.3 If a document or information is provided to ***VENCorp*** following a request under clause 14.1, ***VENCorp*** must only use the document or information for the purpose for which it was provided and must not disclose the document or information to any other person except to the ***Commission,*** or as required by a law or the lawful requirement of a government or government authority or with the agreement of the ***Licensee***. If ***VENCorp*** is required to disclose a document or information provided to ***VENCorp*** following a request under clause 14.1 to the ***Commission*** or by law or the lawful requirement of a government or government authority, then ***VENCorp*** must notify the ***Licensee*** before so disclosing the document or information.

15. PROVISION OF INFORMATION TO THE COMMISSION

The ***Licensee*** must obtain and provide to the ***Commission,*** documents and such information, in the manner and form decided by the ***Commission,*** as and when required to do so by the ***Commission***.

16. PAYMENT OF LICENCE FEES

16.1 The ***Licensee*** must pay the fees and charges in respect of this licence determined by the ***Minister*** under section 22 of the ***Act***.

16.2 In so far as a fee or charge determined by the ***Minister*** under section 22 of the ***Act*** in respect of this licence is an annual fee or charge, it must be paid in either four equal instalments on the last days of September, December, March and June in each year or paid in one payment on the last day of September in each year and in the manner notified to the ***Licensee*** by the ***Commission***.

16.3 A fee or charge determined by the ***Minister*** under section22 of the ***Act*** in respect of this licence (other than the licence fee referred to in clause 16.2) must be paid at the times and in the manner notified to the ***Licensee*** by the ***Commission***.

17. ADMINISTRATOR

17.1 If an ***administrator*** is appointed to the ***Licensee's*** business under section 34 of the ***Act***, the ***administrator*** must exercise its functions and powers in such a manner as may be specified by the ***Commission*** in the instrument of appointment.

17.2 The ***Licensee*** is responsible for the acts and defaults of the ***administrator***.

18. COMPLIANCE WITH LAWS

The ***Licensee*** must comply with all applicable laws including but not limited to the ***Tariff Order***.

19. VARIATION

This licence may be varied in accordance with:

(a) the procedures specified in section 29 of the ***Act***; or

(b) section 31(8) of the *Act*.

20. TRANSFER OF LICENCE

This licence may be transferred in accordance with section 31 of the *Act*, but is otherwise not transferable.

21. COMMUNICATIONS

21.1 A ***communication*** must be in ***writing***.

21.2 A ***communication*** is to be regarded as having been given by the sender and received by the addressee:

(a) when delivered in person to the addressee;

(b) 3 ***business days*** after the date of posting, if the ***communication*** is posted within Australia;

(c) 7 ***business days*** after the date of posting, if the ***communication*** is posted outside Australia; or

(d) when, according to the sender's transmission report, received by facsimile transmission by the addressee.

22. OBSERVATION OF THE AUGMENTATION AND LAND ACCESS GUIDELINES

For the purposes of sections 21(l) and 21(v) of the Act, relevant guidelines which the Licensee must observe include the Augmentation and Land Access Guidelines published on and effective from 1 April 2005.

23. LAND ACCESS FOR PURPOSES OF AUGMENTATION

23.1 The Licensee must provide, in accordance with the Augmentation and Land Access Guidelines, access to its land for the purpose of constructing, operating and maintaining augmentations to the electricity transmission system.

23.2 The Licensee must provide this access to a contestable provider who has entered into a network agreement with VENCorp in respect of a contestable augmentation.

THE COMMON SEAL of)
THE ESSENTIAL)
SERVICES COMMISSION)
was affixed pursuant to)
the authority of the Commission)
on 3 June 2015)

RON BEN-DAVID
Chairperson

This licence which was originally issued on 3 October 1994 has been varied by the following -

The Treasurer	7 August 1995	Gazette S91 4 September 1995
The Treasurer	1 March 1996	Gazette G13 4 April 1996
The ***Office***	3 November 1997	
The ***Office***	30 April 1999	
The ***Office***	28 August 2000	
The ***Office***	9 March 2001	
The ***Commission***	8 June 2005	
The ***Commission***	3 June 2015	

This is the licence as varied on 3 June 2015

SCHEDULE 1: DEFINITIONS AND INTERPRETATION

1. Definitions

In this licence:

"Act" means the *Electricity Industry Act 2000*;

"administrator" means an administrator appointed by the ***Commission*** under section 34 of the ***Act*** in respect of the business carried on by the ***Licensee*** under this licence;

"approved statement" means a statement of the kind referred to in clause 6.1 that is submitted to and approved, by notice in ***writing*** to the ***Licensee***, by the ***Commission***;

"augmentation" means, in relation to an ***electricity transmission system***, the process of maintaining or upgrading the operating capability of the ***electricity transmission system*** by replacing or enhancing existing plant and equipment or by adding plant and equipment;

"business day" means a day on which banks are open for general banking business in Melbourne, excluding a Saturday or Sunday;

"Commission" means the Essential Services Commission under the *Essential Services Commission Act* 2001

"communication" means any notice, agreement, consent, direction, representation, advice, statement or other communication required or given pursuant to or in connection with this licence;

"connection" means the contact between the electrical systems of two persons or an electrical system and an electrical installation such as will allow the ***supply*** of electricity between those systems or that system and that electrical installation;

"connection agreement" means an agreement relating to the provision of ***connection services***;

"connection services" means the services of establishing and maintaining ***connection*** between an ***electricity transmission system*** and another electrical system or ***electrical installation*** (including, without limitation, those services which are Connection Services for the purposes of the ***Tariff Order*** and the augmentation works specified in the table headed "Connection Works" in Part C of Attachment 5 to the ***Tariff Order***);

"customer" means a person, who buys or wishes to buy electricity directly through the ***NEM*** or from a ***retailer***;

"distribute", in relation to electricity, means to distribute electricity using a ***distribution system***;

"distribution licence" means a licence to ***distribute*** and ***supply*** electricity granted under section 19 of the ***Act***;

"distribution system" means in relation to a ***distributor*** a system of electric lines (generally at nominal voltage levels of 66 kV or below) which that ***distributor*** is licensed to use to ***distribute*** electricity for ***supply*** under its ***distribution licence***;

"distributor" means a holder of a ***distribution licence*** or a person who has been exempted from the requirement to obtain a ***distribution licence*** under section 17 of the ***Act***;

"electricity transmission system" means a transmission system in Victoria (generally at nominal voltage levels of 66kV or above) which the holder of a ***transmission licence*** may use to ***transmit*** electricity;

"enforcement order" means a provisional or final order made and served by the ***Commission*** under section 53 of the *Essential Services Commission Act 2001*;

"generation licence" means a licence to generate electricity for ***supply*** or sale granted under section 19 of the ***Act***;

"generator" means a holder of a ***generation licence*** or a person who has been exempted from the requirement to obtain a ***generation licence*** under section 17 of the ***Act***;

"guideline" means a guideline published by the ***Commission*** under the *Essential Services Commission Act 2001*;

"Licensee" means AusNet Transmission Group Pty Ltd ABN 78 079 798 173;

"Minister" means the person who is the Minister for the purposes of section 22 of the ***Act***;

"National Electricity Code" means the Code approved in accordance with section 6(1) of the ***National Electricity Law*** as amended from time to time;

"National Electricity Law" means the National Electricity (Victoria) Law which applies in Victoria as a result of the operation of section 6 of the National Electricity (Victoria) Act 1997 (as amended from time to time);

"NEM" means the market for wholesale trading in electricity operated by ***NEMMCO*** under the ***National Electricity Code***;

"NEMMCO" means National Electricity Market Management Company Limited ACN 072 010 327;

"network agreement" means an agreement under which the ***Licensee*** agrees, amongst other things, to use its best endeavours to provide, in an integrated and properly coherent manner, ***network services***;

"network services" means services relating to the use of an ***electricity transmission system***, including, without limitation, any of:

(a) network transmission services including:

(1) power transfer capability between nodes;

(2) configuration switching capability at nodes;

(3) system security and stabilisation capability services; and

(4) voltage and reactive control capability at nodes;

(b) network operation systems including:

(1) remote operation services (including provision of appropriate personnel of the ***Licensee*** to perform operational tasks at the direction of Victorian Power Exchange);

(2) voice and data communications services;

(2A) system performance monitoring services;

(3) real time operational information and control capability; and

(4) operational information (including plant characteristics); and

(c) technical support including:

(1) special incident investigations (including, where relevant, a 24 hour service); and

(2) design investigations and cost estimates.

"order" means an order of the Governor in Council made or in force under the ***Act***;

"policy objectives" means the objectives specified in section 10 of the *Act* and section 8 of the *Essential Services Commission Act 2001*;

"retail licence" means a licence granted under section 19 of the ***Act*** to sell electricity otherwise than through the ***NEM***;

"retailer" means a holder of a ***retail licence*** or a person who has been exempted from the requirement to obtain a ***retail licence*** under section 17 of the ***Act***;

"standards and procedures" means overall performance standards which are issued by the ***Licensee*** under clause 11.1 or by the ***Commission*** under clause 11.3;

"supply", in relation to electricity, means the delivery of electricity;

"System Code" means the code of that name certified by the ***Commission;***

"Tariff Order" means the Victorian Electricity Supply Industry Tariff Order made under section 15 of the ***Act***;

"trader licence" means a licence to sell electricity granted under part 2 of the ***Act*** to State Electricity Commission of Victoria or any other licence granted under that part designated as a trader licence by the ***Commission***;

"transmission licence" means a licence to ***transmit*** electricity granted under section 19 of the ***Act***;

"transmit", in relation to electricity, means to transfer electricity in bulk;

"undertaking" means an undertaking given by the ***Licensee*** under section 53(5)(a) of the *Essential Services Commission Act* 2001;

"VENCorp" means Victorian Energy Networks Corporation established under Part 2A of the *Gas Industry Act* 1994; and

"writing" includes any mode of representing or reproducing words, figures, drawings or symbols in a visible form.

2. Interpretation

2.1 In this licence, unless the context otherwise requires:

(a) headings are for convenience only and do not affect the interpretation of this licence;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, trust, joint venture, association, corporation or other body corporate and any governmental agency;

(e) a reference to a condition, clause, schedule or part is to a condition, clause, schedule or part of this licence;

(f) a reference to terms of an offer or agreement is to terms, conditions or provisions thereof;

(g) a reference to any statute, regulation, proclamation, order in council, ordinance or by-law includes all statutes, regulations, proclamations, orders in council, ordinances or by-laws varying, consolidating, re-enacting, extending or replacing them and a reference to a statute includes all regulations, proclamations, orders in council, ordinances, by-laws and determinations issued under that statute;

(h) a reference to a document or a provision of a document includes an amendment or supplement to, or replacement or novation of, that document or that provision of that document;

(i) a reference to a person includes that person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and permitted assigns;

(j) when italicised, other parts of speech and grammatical forms of a word or phrase defined in this licence have a corresponding meaning;

(k) a period of time:

  (i) which dates from a given day or the day of an act or event is to be calculated exclusive of that day; or

  (ii) which commences on a given day or the day of an act or event is to be calculated inclusive of that day; and

(l) an event which is required under this licence to occur on or by a stipulated day which is not a ***business day*** may occur on or by the next ***business day***.

2.2 Schedule 2 is intended to contain a record of amendments to the licence, with brief details to be specified in it of the clause affected, date of effect and nature of the relevant amendment. The Schedule is not, however, intended to affect the interpretation of this licence; it is included for convenience only.

SCHEDULE 2: AMENDMENT RECORD

Clause	Date	Change
Cover sheet	28 August 2000	Varied to reflect change of name to SPI PowerNet Pty Ltd.
Definition of ***Licensee***	28 August 2000	Varied to reflect change of name to SPI PowerNet Pty Ltd.
12	9 March 2001	Varied to establish the Energy and Water Ombudsman Scheme
Addition of clauses 22 and 23	**8June 2005**	To include clauses 22 and 23 to reflect the publication of guideline 18 – Land Access and contestability in Transmission.
Cover sheet	**3 June 2015**	Varied to reflect the change of name to AusNet Transmission Group Pty Ltd
Definition of Licensee	**3 June 2015**	Varied to reflect the change of name to AusNet Transmission Group Pty Ltd